UNITED STATES PATENT AND TRADEMARK OFFICE

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ART UNIT	PAPER NUMBER
3629	

DATE MAILED: 09/12/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No. 09/504,159	Applicant(s) VAIDYANATHAN ET AL.
	Examiner Naresh Vig	Art Unit 3629

-- Th MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *17 June 2003* .

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-31 and 56 - 92* is/are pending in the application.

   4a) Of the above claim(s) *18,19,23,24 and 74* is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1 – 17, 20 – 22, 25 – 31, 56 – 73* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☒ Claim(s) *75-92* are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

   Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

11)☐ The proposed drawing correction filed on _____ is: a)☐ approved b)☐ disapproved by the Examiner.

   If approved, corrected drawings are required in reply to this Office action.

12)☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

13)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

   a)☐ All b)☐ Some * c)☐ None of:

   1.☐ Certified copies of the priority documents have been received.

   2.☐ Certified copies of the priority documents have been received in Application No. _____ .

   3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

   * See the attached detailed Office action for a list of the certified copies not received.

14)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).

   a) ☐ The translation of the foreign language provisional application has been received.

15)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ .

4) ☐ Interview Summary (PTO-413) Paper No(s). _____ .
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: .

DETAILED ACTION

This is in reference to response received on 17 June 2003 to the to the Office

Action mailed on 13 February 2003. Amendment to claims 1, 2, 16, 20 – 22, 25 – 26, 30

and 56, cancellation of claims 18 – 19, 23 – 24 and 74, and, addition of new claims 75 –

92 are acknowledged. There are 50 claims i.e. claims 1 – 31 and 56 – 74 are pending

for examination. ~~There are 63 claims, claims 1 – 17, 20 – 22, 25 – 31, 56 – 74 and 57 –~~

~~92 are pending for examination.~~   *(handwritten: 7th ... 9-6-03)*

Response to Arguments

In response to applicant's argument that there is no suggestion to combine the

references, the examiner recognizes that obviousness can only be established by

combining or modifying the teachings of the prior art to produce the claimed invention

where there is some teaching, suggestion, or motivation to do so found either in the

references themselves or in the knowledge generally available to one of ordinary skill in

the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)and *In re*

Jones, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, both Sloo and

Burchetta references are computerized dispute resolution system. Cookmeyer

reference teaches that data stored on the computer system can be used for analyzed

for determining a result, and based upon the results the following step(s) can be

performed automatically without human input. BellAtlantic reference discloses that

medallion are in use on the web sites, and Main disclose use of visual cues for getting

user attention. One of ordinary skill in the art may implement automation of manual

process to save on cost [See *In re Venner*, 262 F.2d 91, 95, 120 USPQ 192, 194

(CCPA 1958)].

In response to applicant's argument that "Cookmeyer discloses an expert system

for analyzing network protocols". Cookmeyer reference is cited because Cookmeyer

reference teaches that data stored on the computer system can be analyzed for

determining a result, and based upon the results the following step(s) can be performed

automatically without human input. Cookmeyer teaches that a problem (dispute in the

case of the applicant's invention) can be solved by receiving the information from the

user, analyze the information and make a suggestions (dispute resolution in the case of

aaplicant's invention).

In response to applicant's argument that Burchetta does not disclose or suggest

creating a contract between the one or more parties, and, Burchetta discloses that a

previously obtained user agreement binds the claimant to settle the claim. A contract is

"an agreement between two or more parties".

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1 – 17, 20 – 22, 25 – 31, 56 – 63 and 72 – 73 are rejected under 35

U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

The basis of this rejection is set forth in a two-prong test of:

(1) whether the invention is within the technological arts; and

(2) whether the invention produces a useful, concrete, and tangible result.

For a claimed invention to be statutory, the claimed invention must be within the

technological arts. Mere ideas in the abstract (i.e., abstract idea, law of nature, natural

phenomena) that do not apply, involve, use, or advance the technological arts fail to

promote the "progress of science and the useful arts" (i.e., the physical sciences as

opposed to social sciences, for example) and therefore are found to be non-statutory

subject matter. For a process claim to pass muster, the recited process must somehow

apply, involve, use, or advance the technological arts. In the present case, claims 1 –

17, 20 – 22, 25 – 31, 56 – 63 and 72 – 73 only recites an abstract idea. The recited

steps of merely receiving from at least one party case information that describes the

dispute; applying a case-based reasoning to the case information to produce a result for

use in selection of a mode of resolving the dispute in accordance with an online dispute

resolution process; presenting information to the one or more parties; automatically

selecting one of two modes of resolving the dispute; presenting the outcome prediction to the parties; receiving settlement position from the parties; settling the dispute if the settlement positions satisfy a predetermined criteria; creating a contract between the one or more parties stating the willingness to abide by the recommended resolution; providing visual cues; storing and maintaining data; does not apply, involve, use, or advance the technological arts since all of the recited steps can be performed in the mind of the user or by use of a pencil and paper. These steps only constitute an idea of how to select an insurance policy over another.

As to technological arts recited in the preamble, mere recitation in the preamble (i.e., intended or field of use) or mere implication of employing a machine or article of manufacture to perform some or all of the recited steps does not confer statutory subject matter to an otherwise abstract idea unless there is positive recitation in the claim as a whole to breathe life and meaning into the preamble. In the present case, none of the recited steps are directed to anything in the technological arts as explained above with the exception of the recitation "applying the case-based reasoning system". Looking at the claim as a whole, nothing the body of the claim recites any structure or functionality to suggest that a computer performs the recited steps.

Additionally, for a claimed invention to be statutory, the claimed invention must produce a useful, concrete, and tangible result. In the present case, the claimed invention apply reasoning to case information (i.e., repeatable) used in resolving disputes (i.e., useful and tangible).

Although the recited process produces a useful, concrete, and tangible result, since the claimed invention, as a whole, is not within the technological arts as explained above, claim 1 is deemed to be directed to non-statutory subject matter.

Move first

Election/Restrictions

Newly submitted claims 75 – 92 are directed to an invention that is independent or distinct from the invention originally claimed for the following reasons:

Claim 75 recites "a server coupled to the computer network that receives case information that describes an electronic commerce dispute from one or more parties to the dispute via the network, and compares the case information to facts of previously resolved disputes to automatically select a resolution mode comprising one of (i) a direct negotiation mode that allows the parties to directly negotiate a resolution to the dispute via the computer network, (ii) a conciliation mode that allows the parties to negotiate the resolution to the dispute through a mediator, and (iii) mediation mode that allows a mediator to propose a resolution to the dispute."

Claim 76 is dependent on claim 75.

Claim 77 recites "receiving case information that describes the electronic commerce dispute from one or more of the parties to the dispute via the network", "presenting the identified likely outcomes to the parties as a potential resolution to the dispute to assist the parties in negotiating a resolution to the dispute".

Claims 78 – 79, 83, recites "enable users to buy and sell items"

Claims 80 – 82 are dependant on claim 79, and claim 84 is dependent on claim 83.

Claim 85 recites "present pre-programmed recommended resolutions".

Claims 86 – 87 are dependent on claim 85.

Claim 88 recites "software module presents sample resolutions"

Claims 89 – 90 are dependent on claim 88.

Claim 91 recites "training dispute resolution specialist", "presenting simulated online dispute resolution cases", assigning online dispute resolutions to dispute resolution specialist".

Claim 92 is dependent on claim 91.

Since applicant has received an action on the merits for the originally presented invention, this invention has been constructively elected by original presentation for

prosecution on the merits. Accordingly, claims 75 – 92 are withdrawn from

consideration as being directed to a non-elected invention. See 37 CFR 1.142(b) and

MPEP § 821.03.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 1 – 17, 22, 25, 27 – 29 and 56 – 73 are rejected under 35 U.S.C. 103(a)

as being unpatentable over Sloo US Patent 5,895,450 in view of Burchetta et al. US

Patent 6,330,551, and further in view of NeuralTech, Inc. hereinafter known as

NeuralTech and Cookmeyer II et al. US Patent 6,363,384 hereinafter known as

Cookmeyer.

Regarding claims 1, 56 and 64, Sloo discloses system and method for handling

complaints that allows complainants to lodge anonymous complaints against subjects,

informs the subjects of the complaints, permits the subjects to respond to the

complaints, encourages settlements of the complaints and holds the parties to the

complaints accountable for their conduct while attempting to resolve the complaints [col. 1, line 53 – col. 2, line 6].

The central computer is programmed to receive complaints and responses. The program then evaluates all of the gathered information in step 736 to arrive at a judgment. For example, the program may compare the characteristics from the current data record with the characteristics from the data records for the previously resolved complaints to arrive at an appropriate judgment. The program may employ artificial intelligence processing with neural networks, fuzzy logic, and/or genetic algorithms to analyze various scenarios (case based reasoning) using the gathered information described above or any other available information to determine the best solution or outcome to a dispute. Sloo discloses to plurality of choices for a complainant to resolve a dispute. Sloo does not disclose to select the mode of resolving the dispute for a complainant [col. 10, lines 13 – 22]. However, Sloo discloses to retrieve data records from previously resolved complaints in step 804 to evaluate the information entered in step 802 to arrive at a proposed solution to the current question or dispute (Sloo has capability to analyze the complaint with the request to determine proposed solution). NeuralTech discloses "CADRE" (integrated end-to-end solution) that automates all aspects of the retrieval, chargeback and dispute resolution process for acquirers and issuers [page 2], and, First of Omaha Merchant Processing announces today that it has entered into a long term agreement with NeuralTech, Inc. to further automate its award winning chargeback/retrieval process. NeuralTech's CADRE® *merchant* will replace First of Omaha's current system in order to provide a more advanced, powerful and cost

effective solution to chargeback disputes [page 1]. Burchetta discloses automated

dispute resolution system which automatically determines whether the dispute is

resolved in 3 rounds, or, automatically order the first party to order to pay the second

party [see claims]. In addition, Cookmeyer discloses system and method to identify

problem under investigation. In diagnostic function Cookmeyer interviews the user

through a series of questions to understand the problem (dispute). In this manner the

system focuses the reported problem (dispute) and narrows the scope of probable

causes (solutions) as much as possible. The answers to the questions are used to set

up the next step of the analysis. In some problem instances, based on the user's

answers, the system proposes prior actions that the user take before proceeding to the

next step. In certain instances the system may infer and propose solutions to the stated

problem, without having to go further (use results in selection of a mode of resolving the

dispute) [col. 19, line 66 – col. 29]. Therefore, it is known at the time of invention to a

person with ordinary skill in the art to analyze the outcome prior to selecting a method to

minimize on time it takes to handle complaints and increase customer satisfaction.

Therefore, it is known at the time of invention to one with ordinary skill in the art

at the time invention was made to save cost, make the system attractable to users for

lodging complaints etc. For example, if the proposed solution is that an arbiter has been

involved in the past complaints, then, start the dispute resolution using an arbiter

instead of making the user to select "Request a Judge/Jury". (see *In re Venner*, 262

F.2d 91, 95, 120 USPQ 192, 194 (CCPA 1958).)

Sloo discloses to notify the complainant or the subject of the receipt of the message so that the other party can read and respond to the message. The program may allow the complainant to establish a settlement (possibly a monetary value or a contract condition) that the complainant would accept to settle the dispute. This settlement offer would be communicated to the subject of the complaint as described above so that the subject could accept or refuse the settlement offer (presenting information to the one or more parties) [col. 7, line 66 – col. 8, line 4].

Regarding claim 2, Sloo discloses to provide plurality of dispute resolution options and allows users to select program options like "Negotiate the Complaint" (online dispute resolution process), "Request a Judge/Jury" (human dispute resolution process) [col. 7, line 33 - 36]. Sloo does not disclose to automatically select dispute resolution option. However, Sloo discloses that the program may compare all the information known about a dispute to the information known about potential judges and jurors to select the most appropriate judge or jurors to resolve the dispute (means and method to select appropriate judge or jurors) [col. 9, lines 32 – 38].Burchetta discloses automated dispute resolution system which automatically determines whether the dispute is resolved in 3 rounds, or, automatically order the first party to order to pay the second party [see claims]. Cookmeyer discloses that during an interview, determination can be made to select what actions to take. The answers to the questions are used to set up the next step of the analysis. In some problem instances, based on the user's

answers, the system proposes prior actions that the user take before proceeding to the

next step. In certain instances the system may infer and propose solutions to the stated

problem, without having to go further (for example, possible solution to the complaint

you have would require a Judge/Jury) [col. 19, line 66 – col. 29]. Therefore, it is known

at the time of invention to one with ordinary skill in the art at the time invention was

made to automate the selection process to make the system attractable to the user.

Regarding claim 3, Sloo discloses that its central computer is programmed to

receive complaints and responses, store the complaints and responses in individual

data records, and negotiate settlements to the complaints by several means. Once the

disputes are resolved, the settlements or judgments are stored along with their

respective complaints and responses in the data records (history file).

Regarding claims 4, 57 and 65, Sloo discloses to store the complaint and

response in a data record (maintain) [abstract].

Sloo discloses to use artificial intelligence techniques to process the information

gathered in the performance records as well as information gathered by other means.

For example, the program may compare all the information known about a dispute to

the information known about potential judges and jurors to select the most appropriate

judge or jurors to resolve the dispute [col. 9, lines 32 – 38].

Regarding claims 5 – 6, 58 – 59 and 66 – 67, Sloo discloses to employ artificial

intelligence processing with neural networks, fuzzy logic, and/or genetic algorithms to

analyze various scenarios using the gathered information described above or any other

available information to determine the best solution or outcome to a dispute [col. 10,

lines 23 – 33].   If the user selected the "Automatic Decision Maker" option in step 212

of FIG. 2, the program proceeds to the steps illustrated in FIG. 8. This routine allows

any user, including those who are contemplating filing a complaint or responding to a

complaint, to determine the likely resolution of a dispute before the dispute actually

occurs [col. 10, lines 48 – 53].

Regarding claims 7 - 10, Sloo discloses to allow the complainant to establish a

settlement (possibly a monetary value or a contract condition) that the complainant

would accept to settle the dispute. This settlement offer would be communicated to the

subject of the complaint as described above so that the subject could accept or refuse

the settlement offer (col. 7, line 66 – col. 8, line 4).

Sloo does not discloses disclose to automatically handle the dispute. However,

Sloo discloses that the program evaluates all of the gathered information to arrive at a

judgment. Over time, the apparatus and program will accumulate a large number of

data records that can be used to accurately predict the proper judgment for almost any

type of complaint or dispute (col. 9, line 64 – col . 10, line 34). Sloo also discloses to give choice to the user to select the method for settling the dispute. In addition, based upon business rules, employees are authorized to handle the complaints directly or should they get the management (arbitrator) involved (for example, credit on disputed uncompleted phone call can be handled by the customer service representative, whereas, credit for large number of disputed uncompleted calls may require management involvement). Burchetta discloses automated dispute resolution system which automatically determines whether the dispute is resolved in 3 rounds, or, automatically order the first party to order to pay the second party [see claims]. Cookmeyer discloses to do some functions automatically. Cookmeyer discloses that when an analysis session is run the present expert system analyzes the data from the specified sources and reports network events that appear to be symptomatic of the problem described in the Background Interview. While the present system automatically sets the threshold values and infers the priority ranking of the sensed network events that will apply to the analysis session based on a default prioritization, it allows the user to change any one or all of these default threshold settings or event priorities (col. 22, lines 13 – 33). Therefore, it is known at the time of invention to one with ordinary skill in the art at the time invention was made to automatically handle the complains that can be handled as per the business rules, and, get the arbitrator involved when necessary to save costs in resolving customer disputes.

Regarding claim 11, neither Sloo, Burchetta, Cookmeyer nor NeuralTech disclose to transition from a mediation stage to arbitration stage. However, Sloo discloses to allow either party to appeal a decision that was rendered using either of the three previous settlement options (col. 7, line 39 – 41). Also, based upon business rules, employees are authorized to handle the complaints directly and in some cases they get the management (arbitrator) involved (for example, customer wants to return an item and the store has No Return policy. Customer Service Representative can only issue store credit for the item returned. Customer starts arguing and the dispute is not getting resolved, in this case, customer will call the manager on duty (arbitrator) to handle the dipute (transition the dispute to arbitration stage). Therefore, it is known at the time of invention to a person with ordinary skill in the art to transition the dispute to follow business guidelines for concluding the dispute by allowing the authorized person to handle the dispute.

Regarding claims 12 – 13, Sloo discloses that the subject could accept or refuse the settlement offer. Neither Sloo, Burchetta, Cookmeyer nor NeuralTech disclose the judgement received is final judgement, and it is accepted by the parties involved in the dispute. However, Sloo discloses to analyze various scenarios using the gathered information described above or any other available information to determine the best solution or outcome to a dispute (final proposition to the dispute). Sloo allows users to appeal a decision that was rendered using either of the three previous settlement

options (Sloo is not forcing its users to accept the rendered decision to be final decision)

[abstract]. Official notice is taken that it would have been obvious to one of ordinary skill

in the art at the time the invention was made that it is business decision to set rules and

regulations for use of the system. Therefore, it is known at the time of invention to one

with ordinary skill in the art at the time invention was made to make the decision

rendered as the final decision to close as many open cases as possible.

Regarding claim 14, Applicant discloses on page 2, lines 7 – 11 that "the dispute

resolution specialist also generates a final recommended resolution that, once accepted

by the one or more parties, is recited in a binding contract between the one or more

parties stating the willingness to abide by the recommended resolution" (contract is

created after parties willingness to agree to terms (i.e accept the resolution

rendered)".Sloo does not disclose creating a contract between one or more parties.

However, Sloo disclose to have some type of agreement with the user for using the

system. Sloo discloses that to minimize liability resulting from the use of the apparatus

and to encourage users to file complaints without the fear of lawsuits, the program may

require that the subject agree to a wavier of liability before proceeding (col. 6, lines 33 –

36).

Burchetta diclsoses the user system participation agreement. The agreement

preferably details the terms of use of the system and details regarding the process

(businesses are known to dictate terms for using the sytems). Preferably, a button is

provided on the menu for either agreement or disagreement with the contract. If the

user agrees to the terms of the contract, he or she proceeds to the original menu choice

(adding/editing cases, or viewing cases). Otherwise, the user is returned to the login

screen with all information cleared. Therefore, it is known at the time of invention to one

with ordinary skill in the art at the time invention was made to get both the user and the

subject to agree to the terms and conditions to make the third party decisions legally

accepted which could results in user and the subject saving money by avoiding high

court costs.

(contract - The agreement of two or more persons, upon a sufficient

consideration or cause, to do, or to abstain from doing, some act; an agreement in

which a party undertakes to do, or not to do, a particular thing; a formal bargain; a

compact; an interchange of legal rights. -Wharton, see "www.dictionary.com")

Regarding claims 15 – 17 and 72, Sloo discloses to use a central computer, a

plurality of access terminals, and a communications network coupling the central

computer with the access terminals. The communications network is preferably a

conventional telecommunications network including a plurality of switches connected to

corresponding local exchange carriers. The network may also be a local area network,

wide area network, wireless network, voice network, or any other type of network

operable for coupling the access terminals to the central computer (col. 3, lines 31 –

38).

Sloo discloses that although many of the steps of the present method have been described in terms of on-line transactions, some of the steps may actually occur "off-line" via e-mail, voice, or other data transmission processing means. Additionally, the complaint handling method of the present invention is applicable to operating virtually all types of memory storage devices, and the preferred complaint handling apparatus device, telecommunications networks, and individual access terminals as described above may be replaced with any types of computers and communication networks. Additionally, the complaint handling method may be implemented in a computer system within a single corporation with a plurality of directly coupled computers or access terminals without a telecommunications network. Neither Sloo nor Cookmeyer disclose the communication mode being selected by the dispute resolution specialist, However, it is known at the time of the invention to a person with ordinary skills in the art that the mode of communication is determined by the parties involved in a dispute (For example, the defendant may not have access to the internet). The resolution specialist may elect using postal mail, email, fax, telephone (conversation is recorded) etc. which is suitable to the all the parties involved. The private communications transmitted over the communications network may be encrypted or otherwise protected using available technology (For example, in a credit card charge dispute, a customer and file a complaint with the credit card company by writing then, calling them etc. The credit card company has determined what communication means the customer can use to lodge a complain).

Claim 72 is dependent on claim 15, and, claim 15 is dependant on claim 2. Claim

17. line 2 "determining a current mode of resolving the dispute" is responded to in the

response for claim 2.

Regarding claims 22 and 25, Sloo discloses that after receiving the judgment

related to the dispute, the program updates both the complainant's and the subject's

performance records to reflect the judgment. The program then uses this new

information to adjust the rating or score for the complainant and the subject.

Specifically, the rating or score for the prevailing party is increased, while the rating or

score for the losing party is decreased. Parties maintaining high scores or ratings may

enjoy many benefits while using the apparatus. For example, these ratings or scores

are used during the resolution of future complaints so that a party with a high score will

more likely receive a favorable resolution to a future complaint while a party with a low

score will more likely receive an unfavorable resolution (col.8, lines 50 - 58).

In addition, Sloo discloses that if the program determines that one of the parties

in fact failed to comply with a term or condition of a judgment, it updates the appropriate

data record to indicate the compliance failure and posts the information in the public

record to alert others to this failure and to discourage others from doing business with

the party. This provides a valuable research tool for users wishing to research the

conduct of a party and encourages the parties to a dispute to comply with the judgment

rendered by the apparatus and program to avoid a negative public reputation. The

compliance monitoring routine of the program also updates the appropriate party's

performance record to indicate that the party failed to comply with the judgment and

then recalculates the party's performance rating or score (col. 11,line 63 – col. 12, line

14).

Regarding claims 27, Sloo discloses to select a judge or a jury from a list of pre-

qualified persons who may have agreed to serve as judges or jurors. These pre-

qualified persons are categorized by criteria that is helpful in selecting an appropriate

judge or jury so that the program can compare the characteristics of the persons on the

judge/jury list to the characteristics of the dispute to select a judge or jury that would be

the most appropriate for the dispute. For example, judges and jurors who have technical

skills may be identified and selected to resolve dispute involving technical matters (col.

8, lines 5 - 18).

Regarding claims 28, applicant discloses that "The dispute resolution system can

be provided as an insurance covering transactions, where a seller in a transaction is a

registered subscriber before a transaction is insured. (page 5, lines 20 – 22)". Neither

Sloo, Burchetta, Cookmeyer nor NeuralTech disclose to use the system as a means of

insurance. However, official notice is taken that it would have been obvious to one of

ordinary skill in the art at the time the invention was made that business are known to

offer various forms of dispute resolutions means (warranty, money back guarantee etc.).

Therefore, it is known at the time of invention to one with ordinary skill in the art at the

time invention was made to offer some kind of customer assurance (means for resolving

the dispute) to convince the customer that if they have some dispute with the product

they are purchasing they can resolve in the disclosed means. For example, the dispute

can against a cleaning solution damaging the appliance (customer can return the

product (automatic), file a complain with the manufacturer (negotiate), file a law suit in

the court (arbitration)) etc.

Regarding claim 29, Sloo discloses that the program begins where a user

operating one of the access terminals accesses the central computer by way of the

telecommunications network. The access may include conventional log-on (it is obvious

that the user is registered in the system to log-on) or connection for data transfer

procedures. The central computer then displays or transmits an initial message to the

access terminals describing the function and capabilities of the method (col. 2, lines 1 -

6).

Regarding claims 60 – 63 and 68 – 71, Sloo discloses to retrieve data records

from previously resolved complaints and other information such as evidence acquired

from interested third parties in step. The program may also access other information

such as the general public sentiment regarding the dispute to establish an overall

setting or environment for the dispute to aid in the artificial intelligence processing. The

program then evaluates all of the gathered information to arrive at a judgment (produces

result by comparing previously accumulated data). For example, the program may

compare the characteristics from the current data record with the characteristics from

the data records for the previously resolved complaints to arrive at an appropriate

judgment. Over time, the apparatus and program will accumulate a large number of

data records that can be used to accurately predict the proper judgment for almost any

type of complaint or dispute (col. 9, line 64 – col . 10, line 34).

Sloo discloses that the program transmits or allows the user to view the proposed

solution (col. 11, lines 34 - 35).

Regarding claim 73, Sloo discloses that the program posts or stores information

in a publicly searchable database or record. Users other than the subject and

complainant can access the central computer to conduct research on the business

conduct of subjects (col. 5, lines 3 – 11). The program retrieves the complaint data

record and transmits it to the selected judge or jurors or allows them to view the data

record (data is provided for resolution of dispute). The program also retrieves and

allows the selected judge or jurors to review the performance records for both the

complainant and the subject. (col. 8, lines 33 - 43).

Claims 20, 21 and 26 are rejected under 35 U.S.C. 103(a) as being unpatentable

over Sloo US Patent 5,895,450 in view of Burchetta et al. US Patent 6,330,551, and

further in view of NeuralTech, Inc. hereinafter known as NeuralTech, Cookmeyer II et al.

US Patent 6,363,384 hereinafter known as Cookmeyer and Main et al. US Patent

5,893,905 hereinafter known as Main.

Regarding claim 20, 21 and 26, Sloo does not disclose to use visual cues to draw

user attention. However, Main discloses that "the user is presented with all the

production computer platforms that are being monitored. This information is updated

every 15 minutes to alert the end-user of any discovered problems with SLAs. Platforms

in which a SLA is in jeopardy are shown in red. This is one method of an alert.

Alternatively, an alert may take on several different forms, such as highlighting blinking,

etc." col. 9, lines 47 – 53). Official notice is taken that it would have been obvious to one

of ordinary skill in the art at the time the invention was made that it is user's preference

or service provider's preference on what information requires highlighting and how the

information is highlighted. Therefore, it is known at the time of invention to a person with

ordinary skill in the art to use visual cues to alert or draw users to look at the portion of

the document that require user's attention (for example, Microsoft word document has

the plurality of fonts, colors, style, bold, Italic, highlight etc.).

Claims 30 – 31 are Claims 1 – 17, 22, 25, 27 – 29 and 56 – 73 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sloo US Patent 5,895,450 in view of Burchetta et al. US Patent 6,330,551, and further in view of NeuralTech, Inc. hereinafter known as NeuralTech, Cookmeyer II et al. US Patent 6,363,384 hereinafter known as Cookmeyer and Bell Atlantic Communications, Inc. hereinafter known as BellAtlantic.

Regarding claims 30 - 31, Sloo does not disclose a visual indicia to indicate membership, nor does it disclose using medallions. BellAtlantic discloses system and method where it uses visual indicia. Therefore, It is known at the time of the invention to a person with ordinary skills in the art that sellers display medallions showing their participation in several systems, groups, associations, etc. to promote their business. For example businesses display a "Better Business Bureau" (BBB) medallion at their point of sales.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

1. Unisys To Market NeuralTech CADRE software as part of its credit card dispute processing solution set

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Naresh Vig whose telephone number is 703.305.3372. The examiner can normally be reached on M-F 7:30 - 5:00 (Alt Friday off).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 703.308.2702. The fax phone number for the organization where this application or proceeding is assigned is (703) 872-9306.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703.305.3900.

Naresh
September 7, 2003

JOHN G. WEISS
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600